

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE*
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*ALSO ADMITTED IN NEW YORK
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INTERSTATE COMMERCE COMMISSION

2-030A047

#16

January 30, 1992

16168-CC

JAN 30 12 49 PM '92

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) original copies of a Partial Termination of Security Agreement dated as of January 17, 1992, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement dated as of January 17, 1989 between Helm Financial Corporation and The First National Bank of Boston, which was recorded on January 18, 1989 under Recordation Number 16168.

The name and address of the party executing the enclosed document are:

First National Bank of Boston
100 Federal Street
Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed document is:

One (1) Model SW-1500 locomotive manufactured by General Motors Corporation (Electro-Motive Division) bearing railroad identification RF&P 8.

Also enclosed is a check in the amount of \$16 covering the required recordation fee.

CT. Kennedy

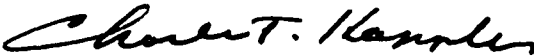
Mr. Sidney L. Strickland, Jr.
January 30, 1992
Page Two

Kindly return three (3) stamped copies of the enclosed document to the undersigned.

A short summary of the enclosed document to appear in the Commission's Recordation Register is:

Partial Termination of Security Agreement dated as of
January 17, 1992 covering one Model SW-1500 locomotive,
RF&P 8.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

1/30/92

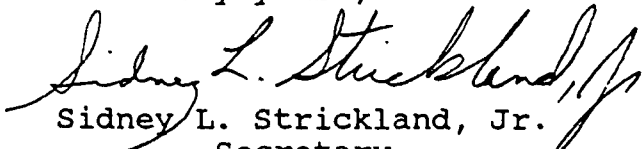
OFFICE OF THE SECRETARY

Charles T. Kappler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/30/92 at 12:05pm, and assigned recordation number(s). 16163-CC

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

PARTIAL TERMINATION OF
SECURITY AGREEMENT

26/68-cc
JAN 30 1992 -12 05 PM
INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of January 17, 1992, by The First National Bank of Boston, a national banking association, as Trustee (the "Bank"), for the benefit of Helm Financial Corporation, a California corporation ("Helm").

1. Recitals. Helm owns an SW 1500 locomotive bearing American Association of Railroad Designation Number RF&P 8 (the "Unit"). Helm has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to the Bank upon the terms and conditions provided in that certain Security Agreement, dated as of January 17, 1989, between Helm and the Bank (the "Security Agreement") and filed at the Interstate Commerce Commission ("ICC") under Recordation No. 16168 filed on January 18, 1989 at 10:55 a.m.

Helm has sold and/or is planning to sell the Unit to a third party as permitted by Section 5(c) of the Security Agreement and desires to do so free and clear of any lien or security interest of the Bank. Pursuant to the terms of the Security Agreement, the Bank and Helm desire to terminate the Bank's security interest in the Unit.

2. Termination of Security Interest. The Bank security interest in the Unit shall be and is hereby terminated upon the filing of this Partial Termination which the ICC and all of the Bank's right, title and interest in and to the Unit shall and has become null and void.

This Release shall have no effect on the Bank security interest in and lien on any Collateral other than the Unit and said security interest in and lien on such other Collateral is hereby reaffirmed.

IN WITNESS WHEREOF, the Bank, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

ATTEST:

THE FIRST NATIONAL BANK OF
BOSTON

Name: _____

By: [Signature]

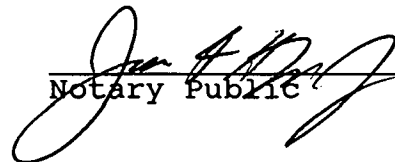
Title: _____

Title: Director

[CORPORATE SEAL]

COMMONWEALTH OF MASSACHUSETTS)
)S
COUNTY OF SUFFOLK)

On this 15th day of JANUARY 1992, before me, personally appeared MARSHALL NICHOLSKI to me personally know, who being by me duly sworn, says that he is a DIRECTOR of The First National Bank of Boston, that said instrument was signed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.


Notary Public

My Commission Expires:

JAMES F. HIGGINS JR.
Notary Public
My Commission Expires Mar. 28, 1997